



Tallatoona Community
Action Partnership. Inc.

R. Scott Gray
Executive Director

P.O. Box 1480
Cartersville, GA 30120
(678) 721-9391
Fax (678) 721-9396

scottg@tallatoonacap.org
www.tallatoonacap.org

**REQUEST OR QUALIFICATIONS
AND PROPOSALS
OF
WEATHERIZATION CONTRACTORS
FOR
Tallatoona Community Action Partnership
Weatherization Assistance Program**

**Serving the Counties
Of
Bartow, Cobb, Floyd, Fulton, Gordon,
Haralson, Paulding and Polk**

BID # 816

Due Date: 2/4/2020

I. INTRODUCTION

PURPOSE OF THIS REQUEST FOR QUALIFICATIONS AND PROPOSALS

Tallatoona Community Action Partnership hereinafter referred to as TCAP, is soliciting qualifications and proposals of contractors to provide Weatherization and HVAC labor and materials for weatherization projects for TCAP's Weatherization Assistance Program.

Contractors will be responsible for supplying labor, material, and equipment in completing all units as specified on work orders issued by Overview. The contractors will have the responsibility to complete the units in a timely manner and in compliance with the standards set forth by the U.S. Dept. of Energy, Georgia Environmental Finance Authority, and TCAP.

BACKGROUND

Overview of Weatherization Program

TCAP is a non-profit community action agency that operates/administers a weatherization program in Bartow, Cobb, Floyd, Fulton, Gordon, Haralson, Paulding, and Polk

counties. The U.S. Department of Energy's (DOE) Weatherization Assistance Program (Weatherization) reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The Program prioritizes services to the elderly, people with disabilities, and families with children. The Agency's professionally trained Weatherization auditors use computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home. Typical measures installed by weatherization contractors may include: installing insulation; sealing ducts; mitigating air infiltration; and reducing electric base load consumption. Typical measures installed by contractors may include: installing and venting bathroom exhaust fans and range hoods; tuning, repairing and replacing heating and cooling systems; repairing and replacing water heaters; removing unvented space heaters; installing Energy Recovery Ventilators (ERVs); installing insulation; air sealing; minor carpentry repairs; vapor barrier installation; mobile home belly insulation and repair; installation of smoke and co detectors; and minor electrical and plumbing repairs, etc.

MAJOR OBJECTIVES OF REQUEST FOR QUALIFICATIONS AND PROPOSALS

The major objectives of the solicitation are to:

- 1) Identify and establish a pool of qualified contractors that will provide Weatherization materials and Weatherization services for TCAP.
- 2) Establish competitive pricing for weatherization services.
- 3) To insure that all materials and/or services meet TCAP’s and the Department of Energy standards and requirements.
- 4) To insure that all materials and/or services are provided in the timeframe established by TCAP.

OVERSIGHT AND MANAGEMENT

Oversight

Oversight of the Agreement will be exercised by TCAP’s Weatherization Foreman/Inspector or designee who is responsible for the overall management of agreement.

Liaison

A liaison, TCAP Weatherization Foremen/Inspector, will serve as the contact point for the contractor. The liaison will coordinate the services and serve as the communication link between TCAP and the contractor.

TYPE OF AGREEMENT AND PAYMENT SCHEDULE

A sample agreement which includes the payment process is attached as ATTACHMENT A.

PROCUREMENT SCHEDULE KEY DATES

The following are the estimated key dates in the schedule for this procurement:

Notice of Request for Qualifications & Proposals	1/6/2020
Bidders Conference	1/16/2020
Modifications to RFP, if applicable	Open
Qualifications & Proposals due and opened	2/4//2020
Qualifications & Proposals evaluations	2/12/2020
Agreement(s) Signed	2/28/2020

TCAP reserves the right to proceed under a modified version of this schedule.

OVERVIEW QUALIFICATIONS AND PROPOSALS REQUIREMENTS

INQUIRIES

All inquiries concerning this Request for Qualifications and Proposals (RFP) will be submitted in writing and addressed to:

*Timothy Huck
Tallatoona Community Action Program
1010 N. Tennessee Street
P.O. Box 1480
Cartersville, GA 30120
Email: timh@tallatoonacap.org*

During the procurement process, prospective Offerors shall contact only the

In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP.

TCAP assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written Addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by official written Addendum(s).

BIDDERS CONFERENCE

A Bidders conference will be held at:
Tallatoona Community Action Partnership
Weatherization Office
1010 N. Tennessee Street
Suite 110
Cartersville, GA 30120

Date January 16 , 2020 10:00 AM

DATE, TIME AND PLACE TO SUBMIT QUALIFICATIONS AND QUOTATIONS

One copy labeled "Weatherization RFP" shall be provided and addressed to:

*Mr. Rick Bennett
Tallatoona Community Action Partnership
202 S. Erwin Street*

*P.O. Box 1480
Cartersville, GA 30120*

Qualifications and quotations shall be accepted until 10:00a.m. on February 4, 2020 closes the solicitation. Qualifications and quotations shall be accepted in person, by courier service, or the US Mail. Faxed or emailed quotations shall not be considered.

Qualifications and proposals received after the RFP is closed shall not be accepted.

QUALIFICATIONS AND PROPOSALS SUBMISSION

The TCAP Information/Application Form must be submitted with the Qualifications and Proposals. The format for the proposals is specified in each of the Attached Specifications and Pricing Quotes. All information provided in response to this RFP is subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

The qualifications and proposals package consisting of the signed proposals containing all required information, shall be SEALED, clearly labeled with the following information and delivered to:

Contact Name: Mr. Rick Bennett
Address: P.O. Box 1480 Cartersville, GA 30120
Request for Quotations: Weatherization RFP
Location: 202 S. Erwin Street, Cartersville, GA 30120

Submission of a signed proposal(s) is acknowledgment and acceptance of all terms and conditions of the solicitation. TCAP reserves the right to reject all proposals.

QUALIFICATIONS AND PROPOSALS OPENING

Qualifications and proposals shall be opened publicly at TCAP, 202 S. Erwin Street, Cartersville, GA 30120. The name of each Offeror shall be read publicly and recorded. Prices will not be read. Proposals are not subject to public inspection.

MINIMUM OFFEROR QUALIFICATIONS

The Offeror shall have a current insurance as specified in Section 11.10 of this RFP and a minimum of one (1) year experience.

INTEGRITY OF PROPOSALS

By signing a proposal, an Offeror affirms that he/she has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a TCAP member in connection with the submitted proposals. Failure to sign the proposals, or signing it with a false statement, shall void the submitted proposals or any resulting agreements, and the Offeror shall be removed from all contractor lists.

PROPOSAL APPLICABILITY

Offeror must substantially conform to the terms, conditions, specifications and other requirements found with the text of the Specifications and Pricing Proposals. All previous agreements or other documents, which have been executed between the Offeror and TCAP are not applicable to this Request for Qualifications and Proposals or any resultant agreement.

LICENSES

Offerors shall maintain in status all Federal, state, and local licenses and permits required for the operation of business conducted by the Offeror.

PREFERENCES

Preference will be given to each of the following:

- Minority firms;
- Women business enterprises;
- Labor surplus area firms; and
- Small businesses

DOCUMENTATION OF INSURANCE

Prior to the implementation date of the agreement, the Offeror shall provide Overview with documentation evidencing insurance for a minimum:

1. The Contractor shall maintain Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Georgia Worker's Compensation Laws.
2. The Contractor shall maintain professional liability insurance (errors and omissions insurance) applicable to the work being performed. If there is no professional liability insurance product applicable to the work being performed, the Contractor shall maintain a commercial general liability policy covering his/her work. The Contractor shall file with the Agency a certificate of insurance from an insurance

company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$2,000,000 in the aggregate, and \$1,000,000 per occurrence. Any deductibles and self-insurance retention may not be greater than \$25,000.

3. The Contractor shall carry Automobile Liability Insurance covering all owned, hired and non-owned vehicles with a minimum combined single limit of \$500,000 each accident for bodily injury and property damage.
4. The Contractor shall carry Pollution Occurrence Insurance in the amount of \$500,000 for each occurrence.
The Offeror shall name Tallatoona as an additional insured party to address application and equipment damage that occurs during agreement or service operations.

SAMS/DUNS Requirement

Contractors are required to registered, active and free from any exclusions in the System for Awards (SAMS) prior to the execution of a contract.

ECONOMY OF PRESENTATION

Proposals must address the specific RFP requirements. All items requested by the RFP shall be answered clearly and concisely. Additional promotional materials not responsive to a specific requirement shall not be included in the proposals response package.

COSTS FOR PREPARATION OF PROPOSALS

No payments shall be made to cover costs incurred by any Offeror in the preparation or submission of the quotations, nor any other associated costs.

RFP MODIFICATIONS

TCAP shall prepare written Modifications(s) if needed. All modifications to this RFP shall be prepared by TCAP and issued by email and fax to all holders on record of RFP documents. Addenda shall be issued not later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this RFP, the Offeror certifies that in connection with this procurement:

Prices in the proposals have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

Each person signing the quotations certifies either that:

- A. He or she is the person in the Offeror's organization responsible for the decision as to any prices being offered herein, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this document.

He or she is not the person in the Offeror's organization responsible for the decision as to any prices being offered herein, but that he or she has been authorized to act as agent for the persons responsible for such decision. Furthermore, those persons have not participated in, and shall not participate in, any action contrary to the requirements of this document.

Any offer made in the submitted proposals, and any clarifications to the proposals shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in an agreement.

QUALIFICATIONS AND PROPOSALS EVALUATION AND AWARD(S)

All qualifications and proposals submitted shall be evaluated in accordance with Overview criteria of qualifications, experience, capacity, and pricing.

At its option, TCAP may accept an RFP proposals package as written by issuing an agreement that refers to this RFP document and the RFP response package as written. Because TCAP may use this option, the Offeror shall include in their written RFP response package, all requirements, terms or conditions it may have, and shall not assume an opportunity will exist to add such matters after the RFP response package has been submitted.

MISCELLANEOUS

TCAP reserves the right to accept or reject any part of any proposals, and to accept or reject any or all proposals without penalty. *TCAP* reserves the right to waive minor deficiencies and informalities if, in the judgment of *TCAP*, the best interests of *TCAP* shall be served.

AGENCY AGREEMENT

A sample agreement is attached as Attachment B for review by contractor.

PROPOSALS CONTENT AND FORMAT

The specifications and pricing quotes are attached as Attachment A.

PROPOSALS EVALUATION

EVALUATION PROCESS

TCAP will evaluate this RFP based on the criteria as listed in Attachment C. TCAP will determine the best offer(s). Qualifications and Proposals must meet all the mandatory criteria in order for the proposals to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by TCAP without further discussion.

**Tallatoona Community Action Partnership
Weatherization Program
1010 N. Tennessee Street
Cartersville, GA 30120
(770)382-5388**

VI. Contractors Information/Application Form

Please Note: If applicable, copies of your Contractor's License and local tax licenses must accompany this application. If qualified, also include a copy of your certificate from a minority/women business program. Please ask your insurance agent to submit a copy of your Certificate of Insurance and Bonding.

PLEASE PRINT OR TYPE

DATE: _____

Business Name: _____

Owner/Representative (Title): _____

Business Address:

	<i>Number</i>	<i>Street</i>	<i>City/State</i>	<i>Zip Code</i>
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Mailing Address:

	<i>Number</i>	<i>Street</i>	<i>City/State</i>	<i>Zip Code</i>
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Phone Numbers: _____

Office

Fax

Mobile

E-mail Address: _____

Date and State Company Formed _____

Type of Ownership _____

Federal I.D./Social Security Number _____

Do you give us permission to run your credit report? Yes _____ No _____

List the types of mechanical licenses with expiration date held by the company (**attach a copy of each-HVAC, electrical, plumbing**): _____

How long have you been in the contracting business? _____
Years Months

Are you registered with a minority/women's business enterprise program or LSA?

Yes _____ No _____ *If your answer is "YES," please submit a copy of certification.*

Please check the type(s) of mechanical work you have performed in the last year:

- Heating & Air Repair/Replacement (split systems & package units)
- Direct Vent Space Heaters Ductwork Repair/Replacement Range Hoods
- Water Heater Repair/Replacement Exhaust Fans Electrical Repairs
- Plumbing Repairs ERVs Direct Vent Water Heaters

Specify: _____

Please list all education and training that you have had specific to Building Science, Weatherization & HVAC.

Training	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List the types and coverage amounts of insurance carried by the Contractor:

Worker's Compensation: Per Occurrence _____ Aggregate _____

General Liability: Per Occurrence _____ Aggregate _____

Automobile: Per Occurrence _____ Aggregate _____

Other: _____

List two major suppliers from whom you purchase most of your supplies.

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>	<i>Phone Number</i>
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List two financial institutions (banks, savings and loan association, etc.) with whom you have established credit.

<i>Name</i>	<i>Address</i>	<i>City</i>	<i>Phone Number</i>
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Approximately how many jobs have you completed as a mechanical contractor? _____

What is the smallest/value job you have done? _____

What is the largest/value job you have done? _____

How many employees do you employ full-time? _____

Counties in which work has been performed within the last 3 years:

_____ Bartow _____ Haralson

_____ Cobb _____ Paulding

_____ Floyd _____ Polk

_____ Fulton _____ Gordon

If selected, are you willing to perform work in all counties listed above? Yes _____
No _____ If no, why not and list ones you are willing to work in? _____

Describe any previous work experience with TCAP.. _____

Describe any previous work experience completing DOE weatherization work (list agencies you contracted with). _____

Knowing payment will be made within 30 days after work approval at final inspection of all work at the house, are you still interested? Yes _____ No _____

Do you perform duct blaster testing? Yes _____ No _____

Explain your process for ensuring proper sizing of heating and air conditioning units and do you have the capability to provide manual J reports with bids? _____

Explain your process for ensuring duct leakage is at or below 1 pascal _____

List types of equipment owned by contractor. _____

Describe your current capacity in staff and equipment to begin performing weatherization jobs? _____

Do you perform the work or is it subcontracted? _____

Have any claims or lawsuit been brought against your company as a result of services you provided in the past three years? Yes _____ No _____

Tell us anything else about your skills and experience that you would like us to know.

Do you perform criminal background checks and drug screens on all of your workers and what is your policy for hiring applicants with criminal backgrounds or drug usage?

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

- Contractor License Class is current, and the undersigned contractor agrees to maintain in current status all licenses as required by the TCAP.
- That the work be performed in accordance with the State of Georgia Weatherization Procedures and property and building code standards.
- That if the work performed by the contractor is found to be unsatisfactory by the administering agency or if contract relations between the contractor, homeowner or other parties are found to be unsatisfactory, that the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.
- The contractor will abide by the federal regulations pertaining to equal employment opportunity.

- Contractors are required to be registered, active and free from exclusions in the System for Award Management (SAMS) prior to the execution of a contract.

Provide Contractor's DUNS _____

Contractor:

BY: _____ Date _____
Signature of Authorized Representative

Print Name _____ Title _____

CUSTOMER REFERENCE CHECK AUTHORIZATION

Please give us the names, addresses and phone numbers of 5 customers for whom your company has performed work:

The provision of these names and your signature below signifies that you authorize TCAP to contact the listed persons. TCAP. will contact each customer you list and ask them questions about how satisfied they are with the work and your firm's customer relations.

This authorization is valid until the conclusion of the contractor selection process. Include the customer name, customer city, phone number, and type of work performed.

Company: _____

Owner Signature: _____ Date: _____

1) _____

2) _____

3) _____

4) _____

5) _____

Contractor Information Regarding Debarment and Suspension

CONTRACTOR'S NAME: _____

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before Signing Certification, Read Attached Instruction)

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Name

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction"; "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the agency may terminate this transaction for cause or default.

Contractor Information Regarding Byrd Anti-Lobbying Amendment

CONTRACTOR'S NAME: _____

Byrd Anti-Lobbying Amendment

The prospective contractor certifies to the best of its knowledge and belief, that it and its principals will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Name

Title

Signature

Date

ATTACHMENT A

VII. ATTACHMENT A SPECIFICATIONS AND PRICES

SPECIFICATIONS AND REQUEST FOR PRICING PROPOSALS

The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all mechanical and Weatherization work required in accordance with the State of Georgia Standard Work Specification Procedures (SWS). The work performed is based on home energy audits conducted by TCAP. Typical measures installed by contractors may include: installing and vented bathroom exhaust fans and range hoods; tuning, repairs and replacing heating and cooling systems and ductwork; repairs and replacing water heaters; removing unvented space heaters; installing Energy Recovery Ventilators (ERVs); and minor electrical, plumbing, gas line repairs; installing insulation; sealing ducts; mitigating air infiltration; and reducing electric base load consumption. The work is performed in site built homes and mobile homes. The properties and services to be contracted for will be included in the Work Orders issued by TCAP. Those contractors evaluated from this RFQ to be the most qualified and price competitive will be provided opportunities to bid on individual jobs.

Contractor agrees to install said items in a workmanlike manner at such times and places as designated by Overview. *All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A: "Standards for Weatherization Services".*

Contractor is responsible for leaving the job site clean, hauling away job debris, and existing equipment (if applicable) and for properly disposing of existing equipment or debris to meet EPA regulations. When applicable, Lead Safe Work Practices must be followed.

Project commencement and completion must be accomplished within five (5) working days of notice to proceed. Contractor is to notify TCAP as soon as project is completed for inspection.

Permits will be required as applicable by local building code. It will be the responsibility of the Contractor to ensure that necessary permits have been secured prior to starting work. This cost must be included in each line item price below. Contractor must include permit fees (if applicable), sales taxes, labor, materials, travel, equipment, overhead, and expenses to complete project.

A. Detailed on pages 23-30 are examples of typical weatherization mechanical services requested. Please provide pricing proposals for each item and take care not to omit any items.

HVAC

All new HVAC installations are to be performed in accordance with the most recent Universal Mechanical Code and/or local building code.

The Contractor shall be responsible for ensuring properly sized gas line is supplying the heater and shall inform agency in the event that existing line is improperly sized. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

If required by system, all venting and combustion air shall be installed in accordance with AGA and GAMA specification. New gas forced air furnaces shall have pilotless ignition.

All new unit installations shall include new thermostat.

All duct work connections and holes shall be sealed, on all sides, with a non-toxic, Department of Energy industry approved, mastic duct sealant applied per manufacturers specifications.

New conduit or gas pipe installed through the roof shall include new properly sized roof jack with 3-course seal at the roof.

All installation estimates shall include removal and proper disposal of existing equipment, recovery of refrigerant from existing system as required by law.

All Contractor bid amounts below for installs of package units to include new elbow or roof curb, t-stat and stand, disconnect and fuses and condensate drain. All installs of split systems to include new line set, t-stat, condenser pad, disconnect, fuses and gas line if applicable. ALL tie-ins to ductwork to be sealed with a U.L approved duct mastic. Contractor is to ensure that all units are properly charged to the manufacturer's specification. Contractor is responsible for properly sizing unit using a Manual J or other heat load calculation.

WATER HEATERS

All new water heater installations are to be performed in accordance with the most recent local building codes.

The Contractor shall be responsible for ensuring properly sized gas lines, combustion air, venting, pressure release valves, and proper electrical requirements. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

EXHAUST FANS AND RANGE HOODS

All new exhaust fan installations are to be performed in accordance with the most recent local building codes.

The Contractor shall be responsible for ensuring properly venting of exhaust fans and range hoods and proper electrical requirements. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

=====

Please list the Manufacturer brand name and model you are proposing for the scope of work listed below.

<i>ITEM 1</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
<i>Removal of forced air gas furnace and replace with new gas furnace (80 AFUE)</i>	<i>CONTRACTOR'S BID AMOUNT</i>
	<i>Material Labor Total</i>
<i>45,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>55,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>75,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>95,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>110,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>125,000 btu (or nearest equivalent & specify)</i>	<i>\$</i>
<i>ITEM 2</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
<i>Removal of forced air gas furnace and replace with new gas furnace (95 AFUE)</i>	<i>CONTRACTOR'S BID AMOUNT</i>
	<i>Material Labor Total</i>
<i>45,000 btu (or nearest equivalent & specify)</i>	

55,000 btu (or nearest equivalent & specify)	
75,000 btu (or nearest equivalent & specify)	\$
95,000 btu (or nearest equivalent & specify)	\$
110,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
	\$
	\$

ITEM 3

<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Removal of downflow forced air gas furnace and replace with new 80 AFUE gas furnace (mobile home)	CONTRACTOR'S BID AMOUNT
	Material Labor Total
56,000 btu (or nearest equivalent & specify)	
70,000 btu (or nearest equivalent & specify)	\$
77,000 btu (or nearest equivalent & specify)	\$
	\$

ITEM 4

<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Removal of upflow forced air gas furnace and replace with new 95 AFUE gas furnace (mobile home)	CONTRACTOR'S BID AMOUNT
	Material Labor Total
60,000 btu (or nearest equivalent & specify)	\$
80,000 btu (or nearest equivalent & specify)	\$
100,000 btu (or nearest equivalent & specify)	\$
95,000 btu (or nearest equivalent & specify)	\$
110,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
	\$

ITEM 5

<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Replacement unit: package unit gas/electric 14.5-SEER	CONTRACTOR'S BID AMOUNT
	Material Labor Total
2 ton	
3 ton	\$
4 ton	\$
	\$

ITEM 6

<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Install Direct Vent Gas Heater Propane/Natural Gas for Site Built or Mobile Home (80+% efficiency with blower)	CONTRACTOR'S BID AMOUNT
	Material Labor Total

15,000 btu	\$
35,000 btu	\$
55,000 btu	\$
<i>ITEM 7</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Remove unvented gas heater and cap off.	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$
<i>ITEM 8</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Install programmable thermostat	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$
<i>ITEM 9</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Install new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
	Material Labor Total
<i>Hard pipe</i>	\$
<i>Flex duct</i>	\$
<i>ITEM 10</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Repair new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
	Material Labor Total
<i>Hard pipe</i>	\$
<i>Flex duct</i>	\$
<i>ITEM 11</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
Install high/low pipes for HVAC, close off top of HVAC closet and install insulation dam around pipes	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$
<i>ITEM 12</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
	CONTRACTOR'S BID AMOUNT
	Material Labor Total

Routine clean/tune service of furnace:	\$
Routine Clean and Tune of Central AC unit	\$

=====

ITEM 13: GAS WATER HEATER	
<i>Description of Scope of Work</i>	<i>Total Cost</i>
Replace propane/natural gas water heater with Energy Star certified product, safety discharge pipe to exterior, sediment trap. 40 Gallon	CONTRACTOR'S BID AMOUNT Material Labor Total
	\$
ITEM 14: ELECTRIC WATER HEATERS	
<i>Description of Scope of Work</i>	<i>Total Cost</i>
Replace electric water with Energy Star certified product and safety discharge pipe to exterior. 30 Gallon 40 Gallon 50 Gallon	CONTRACTOR'S BID AMOUNT Material Labor Total
	\$
	\$
	\$
ITEM 15: GAS WATER HEATER	
<i>Description of Scope of Work</i>	<i>Total Cost</i>
Replace propane/natural gas water heater with Energy Star certified product, safety discharge pipe to exterior, sediment trap (mobile home). 30 Gallon 40 Gallon 50 Gallon	CONTRACTOR'S BID AMOUNT Material Labor Total
	\$
	\$
	\$
ITEM 16: ELECTRIC WATER HEATERS	
<i>Description of Scope of Work</i>	<i>Total Cost</i>

Replace electric water with Energy Star certified product and safety discharge pipe to exterior (mobile home). 30 Gallon 40 Gallon	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$		
	\$		
ITEM 17: DIRECT VENT WATER HEATERS			
<i>Description of Scope of Work</i>	<i>Total Cost</i>		
Install direct vent propane/natural gas water heater with Energy Star certified product and safety discharge pipe to exterior. 40 Gallon 50 Gallon	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$		
	\$		
ITEM 18			
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>		
Install high/low pipes for gas water heater and install insulation dam around pipes.	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$		

PLUMBING REPAIRS: Provide labor rate per hour for plumbing repairs.

ITEM 19 PLUMBING REPAIRS	
Labor Rate Per Hour	\$

=====

ITEM 20: EXHAUST FAN BRAND:			
<i>Exhaust fans installed must be UL listed model HVI certified to sound level of 3 sones or less and 80 cfm in bathrooms with dedicated vent, sealed and insulated</i>			
<i>Description of Scope of Work</i>		<i>Total Cost</i>	
		CONTRACTOR'S BID AMOUNT	
		Material	Labor
		Total	
Replace exhaust fan, tie into existing vent		\$	
Install exhaust fan and vent to exterior		\$	
Install exhaust fan duct work-per linear foot:		\$	

ITEM 21: RANGE HOODS BRAND:			
<i>Range hood must have sound level of 3 sones or less and 100 cfm in kitchens with dedicated vent, sealed and insulated.</i>			
<i>Description of Scope of Work</i>		<i>Total Cost</i>	
		CONTRACTOR'S BID AMOUNT	
		Material	Labor
		Total	
Replace vented range hood, tie into existing vent		\$	
Install vented range hood and vent out to exterior		\$	
Install range hood duct work-per linear foot:		\$	

<i>ENERGY RECOVERY VENTILATOR (ERV) ITEM 22</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
<i>Install Energy Recovery Ventilator (ERV) Install 110CFM Exhaust Fan on Timer switch</i>	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$
	\$

<i>CO/SMOKE ALARMS ITEM 23</i>	
<i>Description Of Scope Of Work</i>	<i>Total Cost</i>
<i>Battery Co/Smoke Detector combos</i>	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$

ELECTRICAL REPAIRS: Provide labor rate per hour for electrical repairs.

<i>ELECTRICAL REPAIRS ITEM 24</i>	
<i>Labor Rate Per Hour</i>	\$

<i>WALL INSULATION DENSE PACK ITEM 25</i>	
<i>Net Sq. FT. PER Square Ft</i>	CONTRACTOR'S BID AMOUNT
	Material Labor Total
	\$

<i>ATTC INSULATION ITEM 26</i>	
<i>ADD BLOWN FIBERGLASS Per Square FT</i>	CONTRACTOR'S BID AMOUNT
	Material Labor Total
<i>ADD R 11</i>	\$
<i>ADD R 19</i>	\$
<i>ADD R 30</i>	\$
<i>ADD R 38</i>	\$
<i>ADD R 49</i>	\$

<i>FLOOR INSULATION ITEM 27</i>	
------------------------------------	--

R19 FIBERGLASS BATT WITH HANGERS 16" ON CENTER 24" ON CENTER	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$	\$	

CRAWL SPACE VAPOR BARRIER PACK ITEM 28			
6 MILL POLY ATTACHED TO WALL AND PILLARS WITH FIRING STRIPS SEAM SEALED PER SQ.FT.	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$		

REFRIGERATOR REPLACEMENT ITEM 29			
ENERGYSTAR REFIGERATORS (INCLUDES REMOVABLE OF OLD UNIT AND PROPER DISPOSAL ON NEW UNIT) 18 Cubic feet 22 Cubic feet	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$	\$	

WINDOWS ITEMS 30			
INTALL LOW E WINDOW Per Square Ft. IINSTALL WINOW Per Square Ft. INSTALL WINDOW FILM Per Square Ft. INSTALL WINDOW SCREENING Per Square Ft. INSTALL WINDOW AWNING Per window	CONTRACTOR'S BID AMOUNT		
	Material	Labor	Total
	\$	\$	\$
	\$		

MOBILE HOME ROOF COATING ITEMS 31			
CONTRACTOR'S BID AMOUNT			

	<i>Material</i>	<i>Labor</i>	<i>Total</i>
REFLECTIVE ROOF COATING <i>Per Square Ft.</i>			
	\$		
WHITE ROOF COATING <i>Per Square Ft.</i>			
	\$		

Weatherization pricing proposal certified by:

Company Name _____

BY (Printed Name) _____

Signature _____

As Its _____

Date _____

ATTACHMENT B

VIII. AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) dated this 1st day of April, 2018, is made **BETWEEN** Tallatoona Community Action Partnership, Inc., at 202 S. Erwin Street, Cartersville, Georgia 30120 (the “Agency”) **AND** (the “Service Provider”).

BACKGROUND:

- A. The Agency has documentation that the Service Provider has the necessary qualifications, licenses, insurances, and experience to provide heating and air conditioning services to the Agency.
- B. The Service Provider is agreeable to providing such services to the Agency on the terms and conditions set out in the Agreement.

IN CONSIDERATION of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

Services Provided

1. The Agency hereby agrees to engage the Service Provider to provide the Agency with services consisting of HVAC and Home Performance (i.e. Weatherization Measures) Services and Materials as outlined in Exhibit A and in accordance with Georgia Environmental Finance Authority (GEFA), Department of Energy (DOE) and Tallatoona CAP, Inc. standards.

Term of Agreement

2. Term. The term of this Agreement will begin on April 1st, 2018, and will remain in full force and effect until March 31st, 2019, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

3. Early Termination for Cause (Breach). In the event the Service provider: (i) fails to perform any of the services according to the terms of this Agreement, or (ii) fails to make adequate progress in the performing such services in a reasonable manner, or (iii) otherwise breaches the terms of this Agreement, Agency shall have the right to terminate this Agreement by giving the Service Provider notice in writing of the fact and date of such termination, and all work product and other documents relating to the services shall be surrendered immediately by the Service Provider to Agency.
4. Early Termination for Convenience (Without Cause). Either Party may at any time, without any reason or cause, terminate this Agreement by giving the other Party written notice no later than thirty (30) days before the intended termination date; provided that in the event of termination under this provision, Agency shall pay to the Service provider all fees due for Services already performed in accordance with the terms of this Agreement prior to the effective date of the termination. The Service Provider shall invoice Agency for such services no later than ten (10) days from the effective date of termination.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Funding Contingency

6. Notwithstanding any other terms or provisions, this Agreement and the Agency's obligations are contingent upon the Agency's continued receipt of sufficient weatherization grant funds designated for such purposes from the Georgia Environmental Finance Authority.

Compensation

7. Per Job Basis. For the services rendered by the Service Provider as required by this Agreement, the Agency will pay the Service Provider on a per job basis. The Service Provider shall provide the Agency with one or more invoices for each job performed.
8. Time. Compensation will be payable to the Service Provider on a monthly basis, while this Agreement is in force.
9. Deductions. The Agency is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.
10. Cost of Allowable Materials. In addition to the above compensation, the Service Provider will be entitled to reimbursement for allowable materials meeting the

requirements of Paragraph 12 of this Agreement that Service Provider has provided. Reimbursement shall be made on a per job completed basis in accordance with Paragraph 8; however, no reimbursement shall be made until after Service Provider has submitted all invoices for the job together with documentation acceptable to Agency of the costs of allowable materials.

11. Basis for and Limitation on Labor Rates and Materials Costs. Notwithstanding any other terms or provisions of this Agreement, the maximum rates for labor costs and the maximum materials costs that Agency shall pay or reimburse under this Agreement shall not exceed the rates or costs listed in the Contractor Cost Sheet that was submitted by the Service Provider to the Agency during the bid process and that is hereby incorporated into this Agreement as “Exhibit A.”

Compliance with DOE Materials Standards

12. Service Provider agrees to comply with the United States Department of Energy’s materials standards for weatherization in performing all services under this Agreement. All weatherization materials must meet the latest standards for weatherization as published in 10 C.F.R. Part 440, revised Appendix A. Materials listed in 10 C.F.R. Part 440, revised Appendix A, and identified as cost effective by the accepted program energy audit procedure are allowable materials. Service Provider agrees to obtain and keep a current Material Safety Data Sheet (“MSDS”) for each inventoried material item purchased and to make each MSDS available to Agency.

Provision of Extras

13. When practical, the Agency agrees to provide, for the use of the Service Provider in providing the services under this Agreement, the following extras: materials based on pricing and availability. Agency will reimburse the Service Provider, in accordance with the terms of Paragraph 10, for allowable materials meeting the requirements of Paragraph 12 of this Agreement that Service Provider has provided.

Work Standards

14. Service Provider agrees to comply with the latest Georgia Weatherization Program Work Standards in performing all services under this Agreement.

Warranty of Materials and Skilled-Craft Work

15. For each job performed under this Agreement, Service Provider warrants the materials and skilled-craft work for a 12 month period from the time of job completion. This provision shall be deemed in addition to and not in lieu of any applicable manufacturer’s, statutory, or other warranties, and shall not waive, diminish, or shorten any applicable other warranties.

Debarment and Suspension Certification

16. By executing this Agreement, the Service Provider certifies that neither Service Provider nor any of Service Provider's principals is an excluded party or a disqualified person under the Federal "Non-procurement Debarment & Suspension" regulations codified at 2 C.F.R. Parts 180 and 901, as such regulations currently exist or may be amended from time to time. In addition, Service Provider shall comply with the requirements of Subpart C of 2 C.F.R. Parts 180 and 901, as such regulations currently exist or may be amended from time to time.

Confidentiality

17. Service Provider shall comply with all applicable Agency policies as well as state and Federal laws and regulations governing the confidentiality of information. The Service Provider agrees that the Service Provider will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information with respect to the Agency or any of the Agency's clients which the Service Provider has obtained, except as may be authorized under applicable Agency policies or state and Federal laws and regulations. This obligation will survive indefinitely upon termination of this Agreement.

Insurance

18. While providing services to the Agency under this Agreement, Service Provider agrees to maintain the following insurance coverage: (a) general liability insurance with limits of not less than \$2,000,000 in the aggregate and \$1,000,000 per occurrence; (b) Worker's Compensation Insurance with Georgia statutory limits and Employers Liability Insurance (both with a minimum limit of \$100,000 for each accident for any employee); and, (c) Automobile Liability Insurance for all owned and hired vehicles with Personal Protection Insurance and Property Protection for a minimum combined single limit of \$500,000 for each accident. Service Provider also agrees that any deductibles and self-insurance retention may not be greater than \$25,000. Service Provider further agrees that all subcontractors (of all tiers) will be required to have at least the minimum coverage required for the Service Provider. Service Provider agrees that proof of coverage and licenses shall be submitted to the Agency before any services are performed under this Agreement, that coverage and licenses must be kept current, and that Agency will periodically check coverage and licenses.

Documentation and Records Access

19. Service Provider grants Agency access to such books, records, and documents, as required for the purpose of inspection or audit during normal business hours at the Service Provider's place of business. Service Provider shall also provide unrestricted access to such books, records, and documents, to the United States Department of Energy ("DOE"), the DOE Inspector General, the United States Comptroller General,

or any of their duly authorized representatives. Upon termination of this Agreement, the Service Provider shall provide Agency with such books, records, and other documents, as required to support Service Provider's performance and any charges under this Agreement.

Ownership

20. All works and other items developed, produced, or in the process of being developed or produced under this Agreement will be the property of the Agency, and the use of such works and other items by the Agency shall not be restricted in any manner. Provided that the Service Provider may retain use of such works and other items in connection with the services contracted for in this Agreement.

Return of Property

21. Upon the termination of this Agreement, the Service Provider will return to the Agency any property, documentation, records, or confidential information which is the property of the Agency.

Non-Assignment

22. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Agency.

Independent Contractor

23. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the services or otherwise performing under this Agreement. The Service Provider and the Agency acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Inurement

24. This Agreement will inure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

Costs and Legal Expenses

25. In the event of any dispute arising under or in connection with this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or other award, all reasonable legal costs and fees associated with the dispute.

Dispute Resolution

26. In the event that a dispute arises from or in connection with this Agreement, the Parties will first attempt to resolve such dispute through negotiation or (if both parties agree) through mediation to be conducted in accordance with any applicable statutory or court-authorized rules of mediation. If negotiation or mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Georgia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Georgia.

Indemnification

27. Service Provider agrees to indemnify and hold Agency, its officers, agents, and employees, harmless from and against any and all liabilities, claims, damages, losses, actions, causes of action, costs, and expenses, arising from or related in any way to this Agreement or to the acts or omissions of Service Provider or any of its officers, agents, or employees.

Time of the Essence

28. Time is of the essence in the performance of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Currency

29. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Headings

30. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Number and Gender

31. To the extent required, words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Notices

32. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties as follows or to such other addresses of which either Party may from time to time notify the other:

Tallatoona Community Action Partnership, Inc.

P.O. Box 1480
Cartersville, Georgia 30120
(678) 721-9391ext 107
Email: scottg@tallatoonacap.org

Non-Waiver

33. The waiver by either Party of a breach, default, delay, or omission of any of the terms of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other terms.

Governing Law

34. This Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted. The foregoing notwithstanding, this Agreement shall not be construed or interpreted against either Party as the drafter or provider.

Severability

35. In the event that any of the terms of this Agreement are held to be invalid or unenforceable in whole or in part, all other terms will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts amended or severed from the remainder of this Agreement.

Entire Agreement

36. The Parties agree that this Agreement (including all Exhibits) sets forth the entire agreement between the parties with respect the provision of services to the Agency by the Service Provider, and that there are no promises or understandings other than those stated in this Agreement. None of the provisions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

Certification of Authority

37. By executing this Agreement, the undersigned certify that they are so authorized to act for and bind the Parties to this Agreement.

Additional Provisions

- Clean Air Act and Federal Water Pollution Control Act are to be enforced.
- Copeland “Anti-Kickback” Act is to be enforced.
- Byrd Anti-Lobbying Amendment is to be enforced.
- Compliance with other Federal, State, and Local Laws is to be enforced.
- Insurance Requirements: Service Provider is required to maintain current insurance with at least the minimum coverage detailed in this Agreement.
- Mechanical Permits are to be obtained by the Service Provider if deemed necessary on a per job basis.
- Any subcontractor (of any tier) used in the performance of this Agreement will be subject to all provisions contained in this Agreement and must provide the Agency all information required for the Service Provider (including, but not limited to, licenses, insurance documents, agreements, and reports). The Service Provider agrees that the terms of this Agreement will be incorporated into all agreements with all subcontractors.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed and entered into this Agreement as of this ____ day of _____, 2018, on behalf of the Agency and the Service Provider.

Tallatoona CAP, Inc.

License Number: _____

By: R. Scott Gray

By: _____

As: Executive Director

As: _____

WITNESSES:

WITNESSES:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

CONTRACT ADDENDUM

9. COMPLIANCE WITH APPLICABLE LAW

9.1 Certifications.

9.1.1 Drug-Free Workplace. Contractor certifies that it has read, understands, and will comply with the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

9.1.2 Conflicts of Interest. The Contractor certifies that the provisions of O.C.G.A. § 45-10-1 et seq. concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

9.2 Minority Participation Policy. It is the policy of the State that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the state encourages all companies to subcontract portions of any state contract to minority business enterprises. Contractors who utilize qualified minority Subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority Subcontractors. See O.C.G.A. § 48-7-38.

9.3 Compliance with Georgia Executive Orders Concerning Ethics. The Contractor warrants that he and his firm have complied with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003, establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees, and Executive Order dated October 1, 2003, governing vendors to state agencies and disclosure and registration of lobbyists. In this regard, the Contractor certifies that any lobbyist employed or retained by the Contractor or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.

9.4 Compliance by Nonprofit Contractors. If a nonprofit organization under O.C.G.A. §50-20-2, the Contractor shall comply with auditing, reporting, and other provisions for nonprofit Contractors contained in O.C.G.A. §§ 50-20-3 through 50-20-8.

9.5 Environmental and Historic Preservation Laws. The Contractor shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the DOE, or other awarding federal agency, to ensure compliance with applicable laws including, but not limited to: the National Environmental Policy Act, the National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898).

9.6 Compliance with the Georgia Security and Immigration Compliance Act. Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Exhibit "D", attached hereto and incorporated herein by reference.

9.7 Employee Whistleblower Rights and Requirements to Information of Whistleblower Rights.

9.7.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L.112-239) and FAR 3.908.

9.7.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

9.7.3 The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold of \$150,000.

9.8 Required Contract Provisions. Contractor shall cause the provisions in this Section 9 to be made a part of any and all agreements entered into by the Contractor in performing services in connection with the Project.

Date

Tallatoona CAP, Inc.

Date

ATTACHMENT C

IX. ATTACHMENT C

RFP Scoring Criteria

Proposals will be evaluated and scored based on the following criteria.

Criteria	Maximum Points	Points Awarded
Bid prices for providing HVAC and weatherization work per attachment A Specifications and Pricing	20	
Previous work experience and training for DOE HVAC and Weatherization, experience with GA HVAC and Weatherization, experience with TCAP, HVAC and Weatherization	20	
Previous residential HVAC work experience or availability of qualified subcontractor	20	
Licensing: Conditioned Air Non-Restricted, electrical, plumbing Certifications: Lead Safe Work Practices Certified	20	
Capabilities for performance of all weatherization and HVAC measures and requirements	10	
Will provide service within 8 county service area	5	
Small business, minority, female or veteran owned business	5	
Total Points	100	

Comments:

Evaluated By: _____

Title: _____

Date: _____